

DECLARATION

SOLE/JOINT INVENTOR  
ORIGINAL/SUBSTITUTE/CIP

As a below named inventor, I hereby declare that: my residence, post office address, and citizenship are as stated below next to my name. I believe I am the original, first, and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: **DYNAMIC PCI DEVICE IDENTIFICATION REDIRECTION ON A CONFIGURATION SPACE ACCESS CONFLICT** as described in the specification attached.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above; that I do not know and do not believe the same was ever known or used in the United States of America before my or our invention thereof, or patented or described in any printed publication in any country before my or our invention thereof or more than one year prior to this application; that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representative or assigns more than twelve months prior to this application; and that I acknowledge the duty to disclose information of which I am aware which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations § 1.56(a). Such information is material when it is not cumulative to information already of record or being made of record in the application, and

- (1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) it refutes, or is inconsistent with, a position the applicant has taken or may take in:

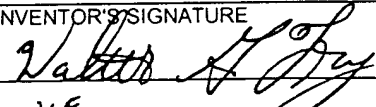


- (i) opposing an argument of unpatentability relied on by the Office, or
- (ii) asserting an argument of patentability.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificates listed below and have also identified below any foreign application(s) having a filing date before that of the application(s) on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE OF FILING	PRIORITY CLAIMED UNDER 35 USC 119
			<input type="checkbox"/> YES <input type="checkbox"/> NO

I hereby claim the benefit under Title 35 United States Code § 120 of any United States application(s) listed below and, insofar as any subject matter of any claim of this application is not disclosed in the prior United States Application, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations § 1.56(a) which occurred between the filing date of the prior application and the national PCT international filing date of this application:

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF SOLE OR FIRST INVENTOR <b>Walter G. FRY</b>	INVENTOR'S SIGNATURE 	DATE <b>10/29/99</b>
RESIDENCE <b>18622 Islandbreeze Drive, Spring, Texas, 77379</b>	<b>WGF 77065</b> <b>11410 Meadowchase, Houston Tx</b>	CITIZENSHIP <b>U.S.A.</b>
POST OFFICE ADDRESS <b>SAME AS ABOVE</b>		
FULL NAME OF SECOND JOINT INVENTOR <b>Robert E. KRANCHER</b>	INVENTOR'S SIGNATURE 	DATE <b>10/29/99</b>
RESIDENCE <b>5855 Bitternut, Houston, Texas, 77092</b>		CITIZENSHIP <b>U.S.A.</b>
POST OFFICE ADDRESS <b>SAME AS ABOVE</b>		
FULL NAME OF THIRD JOINT INVENTOR <b>Richard S. LIN</b>	INVENTOR'S SIGNATURE 	DATE <b>11/1/99</b>
RESIDENCE <b>14355 Cornerstone Village Street Drive, #1206, Houston, Texas, 77014</b>		CITIZENSHIP <b>U.S.A.</b>
POST OFFICE ADDRESS <b>SAME AS ABOVE</b>		



JAK  
UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

FEBRUARY 29, 2000

PTAS

CONLEY, ROSE & TAYON, P.C.  
JONATHAN M. HARRIS  
P.O. BOX 3267  
HOUSTON, TEXAS 77253-3267



\*101215052A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/18/1999

REEL/FRAME: 010409/0232  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
FRY, WALTER G.

DOC DATE: 10/29/1999

ASSIGNOR:  
KRANCHER, ROBERT E.

DOC DATE: 10/29/1999

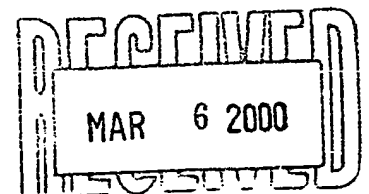
ASSIGNOR:  
LIN, RICHARD S.

DOC DATE: 11/01/1999

ASSIGNEE:  
COMPAQ COMPUTER CORPORATION  
20555 STATE HIGHWAY 249  
HOUSTON, TEXAS 77070-2698

SERIAL NUMBER: 09443687  
PATENT NUMBER:

FILING DATE: 11/18/1999  
ISSUE DATE:



010409/0232 PAGE 2

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

12-06-1999

MD11-K-99



101215052

To the Honorable Commissioner of Patents and Trademark

copy thereof.

1. Name of conveying party(ies):

1. Walter G. FRY  
2. Robert E. KRANCHER  
3. Richard S. LIN

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Compaq Computer Corporation

Internal Address: \_\_\_\_\_

Street Address: 20555 State Highway 249

City Houston State TX ZIP 77070-2698

Additional name(s) & address(es) attached? ☐ Yes ☒ No

DC588 U.S. PTO  
09/443687  
11/18/99

3. Nature of Conveyance:

- ☒ Assignment  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 1. October 29, 1999 2. October 29, 1999  
2. November 1, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of this application is: 1. October 29, 1999 2. October 29, 1999  
3. November 1, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan M. Harris

Internal Address: Conley, Rose & Tayon, P.C.

Street Address: P.O. Box 3267

City Houston State TX ZIP 77253-3267

6. Total number of applications and patents involved: 1

(09/443687)

7. Total fee (37 CFR 3.41): .....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach a duplicate copy of this page if paying by deposit account)

12/02/1999 MGORDON 00000020 09443687

04 FC:581

40.00 00

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jonathan M. Harris  
Name of Person Signing  
Reg. No. 44,144

Jonathan M. Harris  
Signature

November 18, 1999  
Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, We, **Walter G. FRY, Robert E. KRANCHER and Richard S. LIN**, are joint inventors of "**DYNAMIC PCI DEVICE IDENTIFICATION REDIRECTION ON A CONFIGURATION SPACE ACCESS CONFLICT**", application for United States Letters Patent which is executed of even date herewith; and

WHEREAS, **COMPAQ COMPUTER CORPORATION**, a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to **COMPAQ COMPUTER CORPORATION**, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by **COMPAQ COMPUTER CORPORATION** for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to **COMPAQ COMPUTER CORPORATION**, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

And we further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to **COMPAQ COMPUTER CORPORATION**, its successors, assigns, or other legal representatives and that if **COMPAQ COMPUTER CORPORATION**, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

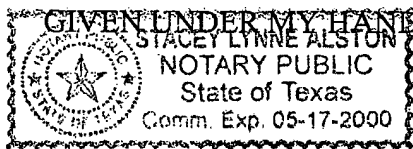
And we do further covenant and agree that we will, at any time upon request, communicate to COMPAQ COMPUTER CORPORATION, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 29 day of October, 1999

Walter G. Fry  
Walter G. FRY

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared **Walter G. FRY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND and seal of office this 29th day of Oct., 1999  
Stacey Lynne Alston  
Notary Public in and for the State of Texas

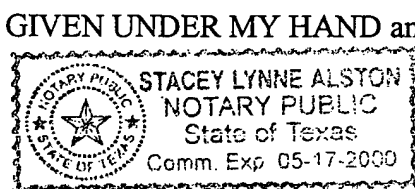
\*\*\*\*\*

EXECUTED THIS 29 day of October, 1999.

Robert E. Krancher  
Robert E. KRANCHER

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert E. KRANCHER**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND and seal of office this 29th day of Oct., 1999  
Stacey Lynne Alston  
Notary Public in and for the State of Texas

\*\*\*\*\*

EXECUTED THIS 1 day of Nov, 1999

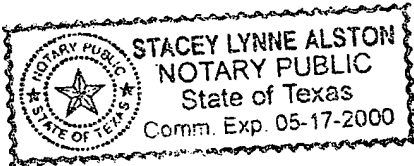
Richard S. Lin  
Richard S. LIN

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard S. LIN**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 1st day of Nov, 1999

Stacey Lynne Alston  
Notary Public in and for the State of Texas





APRIL 09, 2002

11062-15600  
CONLEY, ROSE & TAYON, P.C.  
JONATHAN M. HARRIS  
P.O. BOX 3267  
HOUSTON, TX 77253-3267

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APR 15 2002

CONLEY, ROSE & TAYON-HOU

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 01/16/2002

REEL/FRAME: 012565/0381  
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

COMPAQ COMPUTER CORPORATION

DOC DATE: 06/20/2001

ASSIGNEE:

COMPAQ INFORMATION TECHNOLOGIES  
GROUP, L.P.  
20555 STATE HIGHWAY 249  
HOUSTON, TEXAS 77070

SERIAL NUMBER: 09443687

PATENT NUMBER:

FILING DATE: 11/18/1999  
ISSUE DATE:

MARY BENTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



02-12-2002

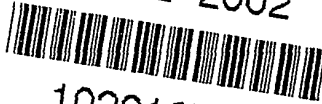
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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Compaq Computer Corporation

1-16-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Execution Date: June 20, 2001

## 2. Name and address of receiving party(ies)

Name: Compaq Information Technologies Group, L.P.

Internal Address: \_\_\_\_\_

Street Address: 20555 State Highway 249

City: Houston State: Texas Zip: 77070

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/443,687

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan M. Harris

Internal Address: CONLEY, ROSE &amp; TAYON, P.C.

Street Address: P.O. Box 3267

City: Houston State: Texas Zip: 77253-3267

## 6. Total number of patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

03-2630 Compaq Computer Corporation

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Michael F. Heim, Reg. No. 32,702

Name of Person Signing

Signature

10/29/2001

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

02/12/2002 AAHMD1 00000053 032630 09443687

FC:SB1

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## ASSIGNMENT

**THIS ASSIGNMENT AGREEMENT**, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

### WITNESSETH:

**WHEREAS**, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

**WHEREAS**, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

**WHEREAS**, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

**WHEREAS**, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

**WHEREAS**, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

**WHEREAS**, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

**WHEREAS**, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

**NOW, THEREFORE**, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

**COMPAQ COMPUTER CORPORATION**

By: *B. Wells*

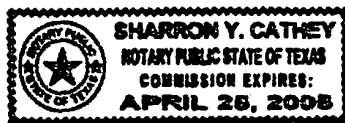
Ben K. Wells  
Vice President and Treasurer

STATE OF TEXAS           §

COUNTY OF HARRIS       §

Before me, the undersigned notary public, on this day personally appeared BEN K. WELLS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ COMPUTER CORPORATION**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of JUNE, 2001.



*Sharron Y. Cathey*

COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.

By: Linda S. Auwers

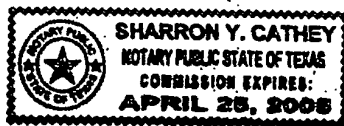
Linda S. Auwers  
Vice President and Secretary  
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared Linda S. Auwers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20<sup>th</sup> day of JUNE, 2001.



Sharron Y. Cathey